

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
NANCY MALDONADO, AS THE  
ADMINISTRATRIX OF THE ESTATE OF  
JONATHAN MALDONADO,

Plaintiffs,

-against-

THE TOWN OF GREENBURGH, POLICE  
OFFICE RICHARD MAGUIRE, POLICE  
OFFICER JEAN-PAUL LARA, DETECTIVE  
PARAMEDIC SEAN FREEMAN,  
LIEUTENANT GREGORY P. ATTALIENTI,

Defendants.  
-----X

**STIPULATION AND  
ORDER CONCERNING  
CONFIDENTIAL  
MATERIAL**

Docket No.: 18-CV-11077  
(KMK)(LMS)

It is hereby stipulated and agreed by, between, and among the parties to this Stipulation and Order Concerning Confidential Material (the "Confidentiality Stipulation and Order") received from BEST BUY STORES, L.P. ("BEST BUY"), through their respective counsel, pursuant to Fed. R. Civ. P. 26(c), as follows:

**Confidential Materials**

The following documents and information produced or provided by BEST BUY in response to the subpoena in this action dated June 25, 2020 from the Law Office of Thomas J. Troetti shall be treated by the parties as "Confidential Material":

- (a) Any and all BEST BUY documents of any kind including but not limited to records, statements, incident reports, store surveillance videotapes in whatever form provided as to the November 29, 2017 incident and the surrounding circumstances at issue in the above captioned matter;
- (b) Documents revealing confidential BEST BUY trade information and trade secrets;

- (c) Any documents and information which counsel for all parties agree in writing should be considered Confidential Material; and
- (d) Testimony about the documents and information covered by (a)-(c), above.

**Materials Covered**

This Confidentiality Stipulation and Order shall apply to all BEST BUY “Confidential Material” produced or disclosed in response to the referenced subpoena in the above-captioned action, without limitation.

**Designation**

When BEST BUY produces the above referenced materials and designate such materials as Confidential Material by emailing opposing counsel and identifying the particular materials - by Bates number(s), transcript page number(s), or other specification - to be treated as confidential. So-designated documents and the information contained therein, shall not be disclosed to anyone by the party receiving the Confidential Material (“the Receiving Party”), except as provided in this Confidentiality Stipulation and Order.

**Use and Disclosure of Discovery Materials**

All Confidential Materials produced by BEST BUY as referenced above in discovery in this Action shall be used by the Receiving Party solely for the purposes of prosecuting or defending this Action and not for any other purpose.

All the referenced Confidential Material shall be maintained by the parties in a confidential manner, and shall not be given, shown, or described to any persons other than those described below.

Unless otherwise ordered by the Court or agreed to by the parties in writing,

Confidential Material may be disclosed only to:

- (a) The Court and personnel employed by it;
- (b) Counsel to the parties in the above-captioned litigation (including in-house counsel) and the attorneys, legal assistants, paralegal, clerical and other support staff who are employed by such counsel or are independent contractors of counsel and who are actually involved in assisting in the litigation;
- (c) The parties to this Action and officers or employees of any named party who is either required by such party or requested by counsel to assist in the prosecution or defense of the Action;
- (d) Any deponent or witness;
- (e) Court reporters who record depositions or other testimony in this case;
- (f) Any other person upon the written agreement of the party who produced or disclosed the Confidential Material, or pursuant to court order; and
- (g) Any representative of an insurance carrier with potential financial interest in this case, Non-party persons who are deposed or acting as witnesses, whether testifying or not, who view confidential material are subject to the stipulation, and must sign a form acknowledging their review and agreement to be bound by the stipulation.

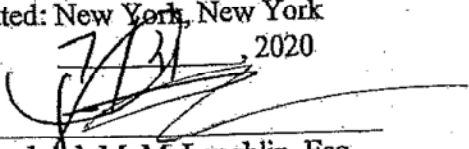
**Miscellaneous**

This Confidentiality Stipulation and Order is intended to be contractual in nature and may not be modified or changed orally. All changes or modifications shall be made in writing executed by the parties.

This Protective Order will survive the termination of the litigation and will continue to be binding upon all persons to whom Confidential Materials are produced or disclosed. All documents or information that have been deemed confidential pursuant to this order, including all copies and non-conforming copies thereof, shall remain confidential for all time.

Once the Action has been resolved, including all appeals, and/or enforcements of judgments, the Confidential Materials, including all copies and non-conforming copies thereof, must be shredded.

Dated: New York, New York  
July 31, 2020

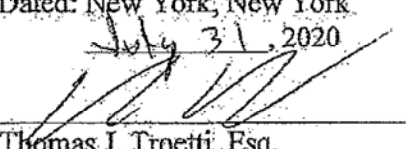
  
Randolph M. McLaughlin, Esq.  
Newman Ferrara, LLP  
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New York, New York 10001  
*Attorney for Plaintiff*

Dated: New York, New York  
\_\_\_\_\_, 2020

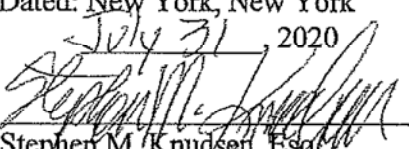
*Kenneth E. Pitcoff*

Kenneth E. Pitcoff, Esq.  
Morris Duffy Alonso & Faley  
101 Greenwich Street, 22<sup>nd</sup> Fl.  
New York, NY 10006  
*Attorney for Defendant Town of Greenburgh*

Dated: New York, New York  
July 31, 2020

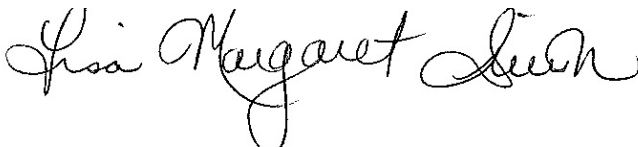
  
Thomas J. Trocetti, Esq.  
Law Office of Thomas J. Trocetti  
305 Old Tarrytown Road  
White Plains, NY 10603  
*Attorney for all Defendants except The Town of Newburgh*

Dated: New York, New York  
July 31, 2020

  
Stephen M. Knudsen, Esq.  
Durkin & Durkin, LLC  
80 Broad Street, 5<sup>th</sup> Floor  
New York, NY 10004  
*Attorney for Best Buy Stores, L.P.*

SO ORDERED:

Dated: 8/6, 2020



Hon. United States Magistrate Lisa Margert Smith